

OWNER  
INFORMATION  
PACKET



*"Thank you and your staff for the outstanding job you do managing our rental properties. You are the third company we have employed since purchasing the properties in 1995. Your company is, by far, the best company we have ever used for this purpose."*

*- Richard R.*



## OWNER INFORMATION PACKET

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## ***Looking for a professional property manager?***

Much like using a good accountant or financial planner, a good property manager will protect your investment, provide professional service, reduce your costs, and increase your income.

We started out as property owners. Our entire management system was developed with an "owner mentality," and it contributes to everything we do. We love it when an owner tells us how they worry less and their properties are doing better since they joined our services. When you hire our specialized team of property managers, you and your properties will benefit from our knowledge and experience. As you read the information below and work with our management team, we hope you will see the many advantages of working with a professional property management company.

**Here are just a few that set us apart:**

- **No set-up fees**
- **No leasing fees**
- **No hidden fees**
- **Non-binding contract**
- **You don't pay us until your property is rented**
- **Online account access to detailed statements, documents, and more**
- **Outstanding customer service**

Contact us with any questions or to schedule an informative property tour with a professional property manager. We can get most properties set up and into our marketing system within 24 hours of receiving a signed management agreement.

Thank you and we look forward to working with you!

Sincerely,

*The Atara Property Management Team*

## ***ADVANTAGES and FAQ'S***

This is a brief explanation of our extensive management system. Feel free to contact us anytime if you have any questions about your specific property that you would like to discuss with a property manager. We would also be happy to tour your property and discuss your options.

### **■ COMPLETE TENANT SCREENING**

This is the most important service to compare when shopping for a property manager. A thorough screening process is crucial to avoid costly mistakes with your property. A bad tenant can be very expensive due to lost rent, extra time spent dealing with them, and damage to the property. While no background check can completely eliminate the risk of a problem tenant, our thorough examination of their rental and payment history can significantly reduce your risk. Once the potential tenants complete an application we check the following items:

- **Verify photo identification on every applicant over 18 years of age**
- **Extensive national and state background, sex offender, terrorist, and criminal check**
- **Pull a detailed copy of their credit report with score and full payment history**
- **Review any accounts they have in collections and if judgments have been filled**
- **Check to see if the applicant has had an eviction filed against them**
- **Contact their employer to confirm their source of income**
- **If they are self-employed, we ask for copies of their tax return and a current bank statement**
- **Confirm their rental history**
- **Ask past landlords specific questions about payment history, property condition, and any nuisance issues**
- **While no one can discriminate on the basis of race, color, religion, gender, age, national origin, or familial status, we can discriminate on the basis of credit and rental history**

Screening is the most important service a property manager provides. We apply our "owner mentality" to this process. If we wouldn't let a questionable person rent one of our own properties, then we definitely wouldn't let them rent yours.

## ■ PROFESSIONALLY TRAINED MEMBERS OF NARPM

The National Association of Residential Property Managers (NARPM) is an association of real estate professionals who know first-hand the unique problems and challenges of managing residential properties. Professional members of NARPM are individuals who must be engaged in the management of residential properties, and licensed in those states that require licensing. NARPM continues to be the premier professional association of residential property managers, currently representing over 6,000 members comprised of real estate agents, brokers, managers and their employees. Members of NARPM adhere to a Professional Code of Ethics.

## ■ ELECTRONIC PAYMENTS & ONLINE ACCOUNT ACCESS

### FAQ

#### *How do you pay owners?*

We collect all payments from the tenant. Each month, you receive a detailed statement that accounts for all payments and expenses on your property. All rents and other payments are deposited into a trust account. We will deduct our management fee and any other expenses that have been authorized and send the balance to you. We post statements and process payments each month.

Payments are sent to owners by direct deposit, and statements are sent by e-mail and/or accessed through your web portal. Owners can access reports and previous statements anytime online.

## ■ LEASE RENEWAL PROGRAM

We prefer that good tenants renew their leases. This saves our owners a lot of money in vacancy and turnover costs. Every month, we notify tenants who have a lease expiration date within the next 60 days. We offer them an incentive to renew their lease. Depending on the market and property, we may also raise the rent at this time.

If the tenant is planning to move out, then we are notified in advance, and we can begin marketing your property. We also inform the tenant about our re-rental program. We offer tenants who are moving out an incentive to help us show the property and find another qualified tenant to replace them. This also helps reduce vacancy rates and turnover costs.



**OWNER FRIENDLY MANAGEMENT FEES**

**FAQ** 

*How much does it cost?*

Our pricing is very competitive. If you shop around, you will find that our pricing is structured differently than most other companies. We have an "owner mentality" approach to property management. Our system is set up so that our goals and revenue sources are in-line with the property owners. We make money when the property makes money. Our fee structure proves that we are motivated to get good long-term tenants not turnover and vacancy.

**Management Fee Comparison**

(Based single property with \$1400 a month in rental income)

"When you look at ALL the fees, Atara really costs less!"

Typical Management Fees	Atara Proeprty Management	Other Companies
Management Fee	10%	8%
Lease Renewal	\$150	\$150
Leasing Fees	\$0	50% first month's rent (\$700)
Set-up Fee	\$0	\$200
Required Marketing Fees	\$0	\$250 or more
Annual cost to owner:	<b>\$1830</b>	<b>\$2,644</b>
Additional cost if tenant turns over:	<b>\$0</b> We only get paid if they renew.	<b>\$7070</b>
		up to <b>\$3,344 Total</b>

**WE MAKE MONEY, WHEN YOU MAKE MONEY**

When you consider all the fees charged by other companies, it is hard to believe that your best interest is being protected. As property owners, we have found that turnover and vacancy can be your biggest expenses. We have also found that most property management companies have fee structures that profit from turn-over and vacancy. **We profit from good long-term tenants who renew their leases, NOT from turnover.** We don't recommend hiring someone who profits from your losses.

***\*We offer discounts on our management fee for investors with multi-unit properties***

## ■ NO BINDING CONTRACT & SATISFACTION GUARANTEE

Either party in our management agreement can cancel the agreement with a 30-day notice, with or without cause. We maintain an owner retention rate above 96 percent. We like happy customers, and we do our best to keep them that way. We want them to use our services because it works for them, NOT because they are tied to a contract. We require that our entire management team provide you and your tenants with prompt and satisfactory service. If you ever have a question or concern, you can contact us at any time. If you are not satisfied with our service, we will allow you out of your contract, free of penalties and fees.

## ■ WE DON'T WAIT FOR YOUR PROPERTY TO RENT ITSELF

### FAQ

#### *How Long Does it Take to Rent a Property?*

Our entire team meets weekly to review each vacant property. If a property is not rented within 30 days, it is typically due to price, presentation, and/or exposure. Our management system addresses each of these factors:

"We monitor these key factors to make sure your property is rented as soon as possible, at the best market rate."

**Price:** We will recommend a rental price based on comparables in the current market with a goal of having it rented within 30 days or sooner. We track the number of calls, showings, and applications for each vacant property. With this data, we are able to adjust the price as needed.

**Presentation:** We will make recommendations based on our experience and feedback from showings. If the property needs more cleaning or other improvements that will help the presentation, we will discuss these items with you.

**Exposure:** We give our vacant properties maximum exposure through our marketing program. This includes top ranking websites, local media, tenant referral pro- gram, yard signs, and our own website. More exposure gives us more options for screening for good tenants, less time vacant, and increased rental income. If you want even more exposure, ask about our marketing fund.

We do not make money on vacant properties. Most owners who have switched to our system have seen a decline in their vacancy rates.

## ■ MARKET BASED, PROACTIVE RENTAL PRICING

### FAQ

#### *How do you determine the rental price?*

We run rental comparables for your property and area, and use that information to determine a starting price. We then track the number of calls, showings, and applications we receive, and review the listings and prices weekly to make adjustments as needed. This way, we are able to get the property rented quickly and at a good market price. If your property is listed too high, then it will take longer to rent and in most cases the extra rent, you were trying to get was lost in the time the property was vacant.

Some owners want to increase the rent to cover their mortgage. It is great when we are able to do this, but please understand that your mortgage payment has little to do with the rental market. Our system is set up to make your renting experience as lucrative as possible in current market conditions, NOT to waste time sitting vacant.

## ■ DETAILED PROPERTY INSPECTIONS

We have developed a thorough inspection program to protect your investment, and to hold tenants responsible for lease violations and damages. Although our high screening standards reduce most lease violations and damages, regular inspections are important to maintain these standards and to identify maintenance issues before they progress. Here is an outline of our inspection program and how often we are checking on your property:

- **We perform regular drive-by inspections**
- **Every spring and fall we perform detailed property inspections**
- **Before and after each tenant, we perform and document a full property inspection**
- **Additional inspections are performed as needed, and if the tenant fails to pay rent or respond to communications**
- **Upon reasonable request, we will perform additional inspections**
- **Our vendors are trained to notify us of concerns each time they visit a property**

We have found that regular property inspections and routine maintenance can save us and you thousands of dollars. For example: sometimes even good tenants will let a little drip under the sink go without being repaired, or fail to change a furnace filter as needed. If items like this are not addressed, they



can lead to expensive sub-floor and cabinet damage or costly heating and AC repairs.

Included with our spring and fall inspections, a preventative maintenance survey is performed for a nominal fee (typically \$50 to \$85 depending on the property and services required). Most owners love this service, and the feedback is very positive.

If damages are found during any of our inspections, the tenant is given 3 days to repair it to its original condition, or we line up the repair and charge the tenant. This includes lawn care and other exterior maintenance issues.

## ■ FIRM RENT COLLECTION PROCESS

### FAQ

#### ***What happens when a tenant doesn't pay rent?***

If the rent is not received by the 5th, then the following process begins:

- **On the 6th, we contact tenants with a 48 hour notice that legal action will be taken**
- **If there is no response or payment within 48 hours of this notice, the tenants are served a 3-day notice drafted by an attorney (most late paying tenants pay following this notice)**
- **If there is no response or payment within 3 days of this notice, then a court date is scheduled within 12 days, and they are evicted**
- **The tenant is given detailed move-out instructions regarding the consequences if the property is not left in good condition**

We have found that if tenants get behind by more than one month, they almost never get caught up, so our system does not allow this to happen. We will typically have them out in the same month they don't pay rent. Any unpaid charges that are not covered by the security deposit are pursued through a professional collection agency.

We are very strict in our collection process. Whatever their circumstances, they do not become your charity case. We can help tenants with legitimate problems find help from different charitable organizations. But we are hired by you to protect your interests. If the tenant can't pay the rent, we need to find a new tenant that can.

*\*It should be noted that our eviction rate is less than one percent. Our thorough screening process eliminates most of these situations before they happen. We rent to good, clean people. If they have a problem during a lease, such as loss of job or divorce, they will communicate with us. If they have to vacate the property, they leave it in good condition because they are good, clean people.*

## ■ TURNOVER PROCESS THAT PROTECTS YOU & YOUR PROPERTY

### FAQ

#### *What happens when a tenant moves out?*

Tenants are required to give us a written 30-day notice prior to moving out. When we receive this notice, the tenant is given a Move-Out Packet. This packet gives them detailed instructions on how to leave the property in great condition. It includes a cleaning checklist, key and utility instructions, charges for needed cleaning and repairs if necessary, and deposit return procedures. Tenant security deposits are held in a trust account until the tenant moves out. Once the tenant moves out, we perform a total property inspection and use the deposit to cover any damages or cleaning that is needed to return the property to its rent-ready condition. We return the remaining deposit money to the tenant with a full accounting of what was performed. We love it when we can return a full deposit to the tenants, because this means the property is ready to be rented again.

## ■ LEASE TARGETING FOR LOWER VACANCY RATES

Whenever possible, we target our leases to end in the spring and summer. When properties turnover in the winter, the vacancy rates are much higher, and rents are lower. When leases end in the spring or summer, we are able to rent them at a better price with less time vacant. For owners who want to eventually sell their property, this allows them to evaluate the market and list the home for sale during the spring and summer when the lease ends.

## ■ OWNER APPROVED MAINTENANCE

### FAQ

#### *Do I get to approve maintenance?*

You have hired us to save you time and money and so we take care of routine and small maintenance issues without bothering you. The standard maintenance approval amount is \$500. This means that if the repair is going to be under \$500, we will take care of the issue, keep your tenants happy, and you will see it documented on your statement. If the repair is going to be over \$500 then we contact you to discuss the options and get approval. Our vendors know to look for warranties when possible. We also negotiate better prices and service with our volume and experience. In some cases, we do not

know the cost to repair an item until it is diagnosed. Once the issue is diagnosed, we contact you with details and the estimated costs.

## ■ PETS ARE YOUR CHOICE

### FAQ →

#### *What about pets?*

Owners can specify if they will allow pets or not in their property. Here is some information to help you make that decision: Over 60 percent of renters have pets. If an owner chooses to not allow pets it may take a little longer to rent the property, but they lower their risk of having damages caused by a pet. If the owner allows pets, we recommend a limit of 2 pets and weight restrictions based on the size of the property. We also recommend \$300 to \$500 per pet additional deposit. Our inspection process always includes a thorough search for pet damage and smell. We have found through years of screening potential tenants that pets typically match their owners. Good, clean people have good, clean pets.

*\*It should be noted that if a tenant has proper documentation for a companion animal as allowed in the Fair Housing Act, then we are obligated to allow these animals. The tenant is still responsible for any damages caused by the animal.*

## ■ TENANT HELD RESPONSIBLE FOR UTILITIES

We verify that the proper utilities are in the tenant's name before they are allowed to move into your property. Whenever possible, it is best to have the tenants responsible for paying the utilities. However, if there are some utilities that must remain in your name, we can take care of paying those bills for you. You will see these payments on your monthly and year-end statements.

## Getting Started

### FAQ

#### *Sounds Great! What's Next?*

Once we have spoken to you about your specific property, and determined if our management system will work for you, we will send you a management agreement and complete a property data sheet. We can get most properties into our marketing system within 24 hours of receiving the signed agreement. Here is the basic process:

1. With the management agreement, you will get a property data sheet. You can fill this out and your property manager will review it with you, or your property manager can complete this during a property tour or over the phone.
2. We can advise you on any issues that may limit the property's rental potential.
3. If you are switching from another management company, we will handle all of the details and coordinate the turnover, notify the tenants, and gather all the necessary information.
4. We will need to get keys, any current tenant paperwork, and contact information.
5. We will get the vacancies into our marketing system immediately and begin showing the property.
6. We will get the utilities properly set up if necessary.
7. See the "Minimum Property Requirements" page below for information about getting the property ready.

## **MINIMUM PROPERTY REQUIREMENTS**

### **FAQ**

#### ***Good clean properties attract good clean people!***

We understand the importance of providing good clean properties to tenants. This is one of the first steps to developing good long-term tenants and reducing liabilities. Turnover expenses and time vacant can also be reduced by having the property in the good condition right from the start.

We prefer to have the property at a high standard when the tenants move in. This way we are able to hold them to that standard when they move out. This reduces turnover costs to the owner and holds tenants accountable. For example, if you have all the lightbulbs working and the carpets cleaned when the tenant moves in, then we can hold the tenant responsible to have the same done at move out. Many landlords have to cover these costs every time a tenant moves out ...

We prefer not to show a property before these minimum requirements are met. If you have any questions just let us know.

#### **OUTSIDE AREAS AND LANDSCAPING:**

- Remove all trash, debris, personal items from yard, sheds, garage, and common areas.
- Lawn should be mowed and healthy
- Gardens and flower beds should not have excessive weeds
- Trees and shrubs should be trimmed
- Gates and fencing should be secure
- Railings should properly attached and able to support an adult
- Decks should be solid and walking areas should not have large gaps or tripping hazards
- Window wells should be cleaned out
- Rain gutters should be clean and functional
- Rain gutters are required over doors and walkways where there is water runoff
- Gutters and downspouts should direct water away from foundation to avoid water damage
- Wood siding or exteriors should be painted or stained and in good repair
- Property must have visible numbers identifying the address

### **WINDOWS AND DOORS:**

- Windows should lock and open and close properly
- Sliding glass doors should function and lock properly
- All exterior door locks must function properly
- Interior Doors should function properly and be clean with no cracks or holes
- Closet doors need to function properly.
- Interior doors should not have exterior locking mechanisms
- Bathroom doors should have locking doorknobs

### **LIGHTING AND ELECTRICAL:**

- No exposed wiring, outlets, or other electrical issues that could be a liability
- All switches and outlets should be functioning properly and have proper cover
- Light fixtures must be working with working light bulbs (see example above)
- Smoke alarms must be in working order

### **PLUMBING:**

- Hot and cold water must work
- There should be no drips or leaks on fixtures, drains, or pipes.
- Sewer should drain properly
- Toilets should not run or leak

Heating and Air must function and in working order with clean filter.

### **CLEANING AND MAINTENANCE:**

- Property must be cleaned according to our cleaning checklist
- Carpets must be professionally cleaned and receipt on file with Atara (see example above)
- All personal items and debris must be removed
- Paint and wallpaper should not be chipping or tearing
- Appliances must be clean and in working order
- Handrails must be properly secured



# PROPERTY MANAGEMENT AGREEMENT

This management agreement (“Agreement”) is made by and between Atara Property Management (“Managers”) and

NAME	(“Owners”)
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**APPOINTMENT:** Owner hereby appoints Manager as the sole and exclusive renting and management Manager of the Owner’s property (the “Property”) situated at:

ADDRESS	CITY	STATE	ZIP
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1. **TERM AND FINAL SETTLEMENT:** This Agreement shall become effective upon execution date and is anticipated to continue in force for twelve months unless earlier terminated as provided elsewhere herein. Thereafter, this Agreement shall continue from month to month, unless either party gives the other a notice of termination (“Termination Notice”) personally or by certified mail, return receipt requested. Such Termination Notice shall take effect as of 11:59 p.m. on the last day of the first full calendar month following such notice. As soon as practical after expiration or termination of this Agreement, Manager shall provide Owner a final accounting of the matters subject to this Agreement. If such accounting shows that Manager is owed any amount, Owner shall pay the same within 30 days of receiving the Manager’s accounting.
  
2. **RENTAL:** Manager shall use commercially reasonable efforts to keep the Premises rented to desirable tenants. Manager may collect and retain application fees for the screening of applicants.
  
3. **TENANT CHARGES:** Additional fees may be charged to tenants, and may be collected and retained by manager. These charges include but are not limited to: service of notice fees, returned check fees, lease initiation fees, late fees, collection/attorney fees, month-to-month fees, and lock-out service fees.
  
4. **ADVERTISEMENT:** Manager shall arrange to advertise the Premises on the Manager’s website and obtain and post rental signs on the Premises at no additional cost to Owner. Out of pocket costs for additional advertising in other forms shall be subject to Owner’s prior approval (see “Additional Options” page of this agreement).
  
5. **GENERAL AGENT POWERS OF MANAGER:** All inquiries received by Owner concerning leases or renewals or agreements for the rental or operation of the Premises shall be referred to Manager. Any negotiations connected therewith shall be conducted solely by or under the direction of Manager. Manager is authorized, in the name of and at the expense of Owner, to make all necessary contracts for utility and other services necessary for the protection and proper management of the Premises. Manager shall have such other general authority and power as may be necessary or advisable to carry out the purposes of this Agreement. This agreement is expressly assignable to another qualified property manager at the discretion of the Manger.
  
6. **COLLECTIONS and LITIGATION:** Manager shall use commercially reasonable efforts and due diligence in the collection of rents and other income from the Premises. Manager may, after consultation with Owner, in the name of and at the expense of Owner, institute and manage any and all legal actions or proceedings for the collection of rents or other income from the Premises or the eviction of tenants from the Premises. The expenses permitted in connection therewith include attorney fees and court costs. Upon termination of this management agreement by either party, Owner grants, assigns, and transfers to Atara Property Management his entire right, title and interest in and to any past due amounts from former tenant accounts in which Atara Property Management managed at the time the tenant(s) vacated whether voluntarily or involuntarily. Owner acknowledges that Atara Property Management may assign such accounts to a law office or licensed collection agencies; Owner further acknowledges that collection on such accounts is uncertain but that in the event any monies are collected on such accounts that Owner waives any right to such monies and hereby assigns the account to Atara Property Management in consideration of services performed on the account and collection efforts for such

- 7. REIMBURSEMENT OF MANAGER:** Owner shall reimburse Manager for moneys that Manager may elect to advance for the account of Owner. However, nothing herein obligates agent to make any such advances.
- 8. ORDINARY REPAIRS:** Manager is authorized, in the name of and at the expense of Owner, to make or cause to be made all ordinary maintenance, repairs and alterations to the Premises as may be necessary and to purchase any supplies therefore as may be necessary. The expense incurred for any one repair or alteration shall not exceed the sum of \$500, unless specifically authorized by Owner, except under such circumstances as Manager deems to be an emergency
- 9. COMPENSATION:** Owner shall pay Manager the following compensation in addition to any reimbursement or indemnification to which Manager is otherwise entitled pursuant to this Agreement:
- a. 10% of all amounts collected as operating income
  - b. \$150 for Lease Renewals
  - c. \$0 Initial set up and leasing fee
- 10. PERIODIC STATEMENTS; ELECTRONIC TRANSMISSION:** Manager shall render to Owner monthly statements of receipts and disbursements, remitting any balance shown to be due to Owner. Such disbursements shall include the compensation of Manager on the basis provided in this Agreement. Owner agrees to manager retaining a reserve (account minimum) for the Premises in the amount of \$500 for each property, said reserve to be used to pay expenses incurred in maintaining said Premises, to replace monies paid to Owner from tenants' rent checks which are drawn on accounts subsequently deemed to have insufficient funds, or any other costs incurred in the leasing and management of Premises. Electronic transmission (email, online portal access, and fax) of agreements, statements, receipts, invoices, notices, and other documents shall be the same as delivery of an original. Owner shall provide a current email address, phone number, and mailing address to Manager.
- 11. BANK DEPOSITS:** All monies received by agent for or on behalf of Owner shall be deposited in a federally insured financial institution in a segregated interest-bearing account maintained by Manager for the deposit of Owner's money. Owner authorizes and directs that all interest shall accrue to the benefit of Manager. Any processing fee required by the Manager, and all costs of setting up, maintaining, and closing the account shall be paid by Manager. Such money shall not include any sums properly deducted by Manager pursuant to any provision of this Agreement.
- 12. RELEASE AND INDEMNIFICATION OF MANAGER:** Owner releases Manager from liability for injury to person or damage, destruction or loss of Owner property, including the Premises, occurring while Manager is carrying out the provisions of this Agreement or acting under the express or implied directions of Owner. Owner shall further defend and indemnify Manager with respect to liability for injury to third persons or damage, destruction or loss of property of third parties, occurring while Manager is carrying out the provisions of this Agreement or acting under the express or implied directions of Owner. Owner's insurance shall be primary and without right to contribution in any case in which both parties' insurance applies. Due to the volume of business and agent's business relationships with vendors, certain benefits in the form of rebates, gratuities and discounts are sometimes made available to agent and its employees. Agent does not mark up invoices and charges to owners and therefore, agent retains all available discounts, gratuities, and rebates. Agent shall always award vendor contracts and otherwise deal with vendors based upon price, availability, workmanship and industry reputation.
- 13. INSURANCE:** Owner shall secure and maintain property insurance in an amount of not less than the full replacement cost of the Premises with a deductible of not more than \$5,000. Such insurance policy shall either permit Owner's release of Manager as provided above and/or affirmatively waive the insurer's right to subrogate against Manager (i.e. recover from Manager payments to or for the benefit of Owner made on account of a covered loss). In addition, Owner shall secure and maintain public liability insurance with respect to the Premises naming Manager as an additional insured. Owner shall further secure such other insurance as may be necessary for the protection of the interests of both Owner and Manager. Subject to the minimum requirements stated above, the insurer and the amount of coverage in each policy shall be mutually agreed upon by Owner and Manager, and a certificate of each policy issued by such insurer shall be delivered to Manager by Owner upon request.
- 14. DISPOSITION OF PREMISES:** If the Premises is sold, demolished or condemned beyond the cost of restoring the Premises to an economically viable rental property, this Agreement shall automatically terminate on the date of closing, demolition, or transfer of title to the condemning authority. If Owner fails to comply with any governmental rule, order, ordinance or law applicable to the Premises, Manager may terminate this Agreement by written notice. Such termination shall be effective as of the giving of such notice.



- 15. TERMINATION FOR CONVENIENCE:** Notwithstanding the anticipated Term provided herein, either party may terminate this Agreement without cause at any time during the Term for that party's convenience by giving the other party notice ("Notice of Termination for Convenience") personally, by email, or by certified mail, return receipt requested. Such Notice of Termination for Convenience shall take effect 30 days after such notice. If Owner is terminating this Agreement due to the sale of the property, other than foreclosure, Owner shall promptly pay Manager a commission of six percent for all unexpired leases. Manager shall distribute owner's proceeds after termination, unless outstanding Manager or third-party obligations remain, in which case distribution shall be accomplished immediately after the last such obligation is satisfied.
- 16. FORECLOSURE:** Owner certifies that all mortgage obligations, property taxes, association fees, (and/or any other obligations which could lead to a foreclosure action against the property) are current at this time and further agrees to keep them current and paid in full as required. Should manager be notified in any manner that a foreclosure, bankruptcy, or similar action has been initiated against the subject property, Owner authorizes manager to freeze all funds related to that property and manager will make no further disbursement to Owner. Owner has 30 days to cure the default that initiated the foreclosure action or provide evidence that the foreclosure was initiated erroneously by the lending institution. Should Owner fail to cure the default, Owner authorizes manager to refund the security deposit to Tenant and to deduct from any Owner's funds on hand with manager all amounts due to manager or Tenant including, but not limited to, any refund to Tenant of prorated rent, commissions or expenses. Owner and manager agree that nothing in this paragraph shall limit Agent's other legal remedies to collect from Owner any unpaid fees due to manager. Furthermore, manager shall charge a monthly per unit foreclosure management fee of one hundred dollars to owner in addition to regular management fees, while property is in default.
- 17. BINDING EFFECT; CONTROLLING LAW; VENUE:** This agreement supersedes all previous management agreements, both verbal and written. This Agreement shall be binding on the parties and their respective heirs, executors, administrators, successors and assigns. This Agreement shall be deemed to have been made in the state the property is located and that state's law shall apply exclusive of its conflict of laws provisions. Venue for any dispute regarding this Agreement shall lie exclusively in courts sitting in the county and state the property is located. The unsuccessful party in litigation to enforce the terms and conditions of this Management Agreement shall pay the reasonable attorney fees and costs of the successful party.

**IN WITNESS WHEREOF the parties have executed this Agreement.**

PROPERTY OWNER SIGNATURE	DATE
PROPERTY OWNER SIGNATURE	DATE
PROPERTY MANAGER SIGNATURE	DATE



FIRST NAME	MIDDLE	LAST
ADDRESS	CITY	ST ZIP
HOME PHONE	CELL PHONE	WORK/OTHER
EMAIL		FAX
(FOR E-PAYMENTS) SSN	OR TAX ID	
IS PROPERTY A BUSINESS NAME	YES <input type="checkbox"/> NO <input type="checkbox"/>	NAME
PREFERRED NAME ON STATEMENTS (IF DIFFERENT)		
NAME OF SPOUSE	SPOUSE PHONE	
NOTES		



## MARKETING FUND AND VIDEO TOURS

This is for owners who want to maximize their marketing efforts. Our average owner experiences about \$200 loss for each week their property is vacant. To reduce vacancy rates and keep advertising costs low, we have developed a marketing fund for our owners. We utilize software which allows us to **advertise vacant units on over 20 high traffic rental websites**. With the marketing fund we are able to leverage our volume and pass the savings on to our owners. The cost to run these ads individually would be over \$325 a month.

### The marketing fund includes:

- Video tour of the entire property is posted online.
- Property Advertised on over 30 high traffic rental websites (such as KSL, rentbits.com, hotpads.com, facebook marketplace, rentalhouses.com, and many more).
- Referral bonuses for current tenants who assist with marketing the property.
- Increased exposure to people moving from out of state.
- Potential tenants can view videos and submit applications before the current tenant moves out. This means less time vacant between tenants.
- Decreased vacancy rates.



### Do you want your properties to rent faster with increased exposure?

- Yes** I would like to contribute to the Marketing Fund each time my property is rented. I understand that I will be charged once the property is rented \$189, which covers all advertising for my vacant property and a custom video tour.
- No** I do not want to participate. I understand that my property will get a sign in the yard, listing on manager's website.



## PREVENTATIVE MAINTENANCE INSPECTIONS

Although our high screening standards reduce most lease violations and damages, regular inspections are important to maintain these standards, and to identify maintenance issues before they progress.

A preventative maintenance survey is performed for a nominal fee (typically \$50 to \$85 depending on the property and services required). Here is a basic list of what is included in this service:

*“Sometimes even good tenants will let a little drip under a sink go without being repaired, or not change a furnace filter as needed. If items like this are not addressed they can lead to expensive sub-floor and cabinet damage or costly heating and AC repairs.”*



- Check every room of the property for lease violations and/or damage
- Change filters and clean heating elements where applicable
- Inspect smoke detectors and make sure tenants are maintaining the batteries
- Check all plumbing for leaks
- Caulk any areas that are not sealed properly
- Identify any outstanding maintenance issues
- Detailed report documenting property condition placed in tenant and owner file
- Document any pet damage or odor, and hold the tenant accountable.



And much more!

This service is performed bi-annually. During any of our inspections **if damages are found the tenant is given 3 days to repair it to its original condition or we line up the repair and charge the tenant.** This includes lawn care and other exterior maintenance issues.



## **EVICITION PROTECTION PLAN ADDENDUM**

In response to customer requests, Atara Property Management Property Management now offers an Eviction Protection Plan. Our screening process eliminates most evictions, but unfortunately situations like job loss, divorce, and other life changes happen to even the best tenants. Currently, attorney fees and court costs start at \$800 and go up from there depending on the complexity of the case.

**YES, SIGN ME UP FOR THE EVICITION PROTECTION PLAN**

- Plan covers all attorney fees, service fees, court costs, court appearances, Atara court appearance fee and sheriff lock out charges (Maximum coverage is \$1200.00 per case).
- Cost for the Eviction Protection Program is \$12.00 per month per unit. If you subscribe to the program there will be an annual billing of \$144.00 on your January Statement for the calendar year. The current year of coverage will be pro-rated for the remainder of the calendar year. Coverage remains in place until December 31, after which time coverage renews annually until cancelled in writing.
- The Eviction Protection Plan shall only be valid while the management agreement is in effect. If the unit is currently occupied by a tenant not placed by Atara Property Management, the benefits of the Eviction Protection Plan will not be in effect until we have managed the unit for one hundred eighty (180) days.

**NO, I WANT TO OPT-OUT OF THE EVICITION PROTECTION PLAN**

Owner chooses to opt-out of the Eviction Protection Plan. The Owner will be responsible for all costs related to an eviction. Funds to complete the eviction action will be required prior to initiating the eviction proceedings and any balance will be due at the conclusion of the proceedings.

PROPERTY OWNER	SIGNATURE
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